**UNITED STATES DISTRICT COURT**
**EASTERN DISTRICT OF MICHIGAN**

JOD SELOU,

Plaintiff,

Case No. 15-cv-10927

v.

INTEGRITY SOLUTION SERVICES, INC.,

Defendant.
_______________________________________/

**DEFENDANT CENTRAL CREDIT SERVICES, INC.'s ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S SECOND AMENDED COMPLAINT**

Defendant Central Credit Services, Inc. ("CCS"), through counsel and pursuant to the Federal Rules of Civil Procedure, submits this Answer and Affirmative Defenses to the Second Amended Complaint filed by plaintiff Jod Selou ("plaintiff"), and states:

## INTRODUCTION

1. CCS admits plaintiff seeks redress for allegedly illegal practices in violation of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692*, et seq.*, the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, the Michigan Occupational Code ("MOC"), M.C.L. § 339.901 *et seq.* and the Michigan Regulation of Collection Practice Act ("MRCPA"), MCL § 445.251, *et seq.,* but denies any liability, violations or wrongdoing under the law.

2. CCS denies the allegations in ¶ 2.

3. CCS denies the allegations in ¶ 3 for lack of knowledge or information sufficient to form a belief therein.

4. CCS denies the allegations in ¶ 4 for lack of knowledge or information sufficient to form a belief therein.

5. The TCPA speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 5.

6. The TCPA speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 6.

7. The 2003 FCC Report and Order speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 7.

8. The 2008 Declaratory Ruling speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 8.

9. CCS denies the allegations in ¶ 9 for lack of knowledge or information sufficient to form a belief therein.

10. CCS denies the allegations in ¶ 10 for lack of knowledge or information sufficient to form a belief therein.

11. The FCC Rules and Regulation Implementing the Telephone Consumer Protection Act speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 11.

**JURISDICTION AND VENUE**

12. CCS admits the allegations in ¶ 12 for jurisdictional purposes only.

13. CCS admits the allegations in ¶ 13 for venue purposes only.

**PARTIES**

14. CCS denies the allegations in ¶ 14 for lack of knowledge or information sufficient to form a belief therein.

15. CCS denies the allegations in ¶ 15 for lack of knowledge or information sufficient to form a belief therein.

16. CCS denies the allegations in ¶ 16 for lack of knowledge or information sufficient to form a belief therein.

17. CCS denies the allegations in ¶ 17 for lack of knowledge or information sufficient to form a belief therein.

18. CCS denies the allegations in ¶ 18 for lack of knowledge or information sufficient to form a belief therein.

19. CCS admits the allegations in ¶ 19.

20. The website, https:www.integritysolutionservices.com/, speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 20.

21. The website, https:www.integritysolutionservices.com/, speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 21.

22. CCS denies the allegations in ¶ 22 for lack of knowledge or information sufficient to form a belief therein.

23. CCS denies the allegations in ¶ 23 for lack of knowledge or information sufficient to form a belief therein.

24. CCS denies the allegations in ¶ 24 for lack of knowledge or information sufficient to form a belief therein.

25. CCS denies the allegations in ¶ 25 for lack of knowledge or information sufficient to form a belief therein.

26. CCS denies the allegations in ¶ 26 for lack of knowledge or information sufficient to form a belief therein.

27. CCS denies the allegations in ¶ 27 for lack of knowledge or information sufficient to form a belief therein.

28. CCS denies the allegations in ¶ 28 for lack of knowledge or information sufficient to form a belief therein.

29. CCS denies the allegations in ¶ 29 for lack of knowledge or information sufficient to form a belief therein.

30. CCS denies the allegations in ¶ 30 for lack of knowledge or information sufficient to form a belief therein.

31. CCS denies the allegations in ¶ 31 for lack of knowledge or information sufficient to form a belief therein.

32. CCS admits the allegations in ¶ 32.

33. CCS admits the allegations in ¶ 33.

34. CCS denies the allegations in ¶ 34 for lack of knowledge or information sufficient to form a belief therein.

35. CCS admits the allegations in ¶ 35.

36. The website speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 36.

37. The website speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 37.

38. The website speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 38.

39. CCS admits the allegations in ¶ 39.

40. CCS admits that when it acts as a debt collector as defined in 15 U.S.C. § 1692 *et seq.*, its debt collection activities may be regulated by certain

provisions of the FDCPA. Except as specifically admitted, CCS denies the allegations in ¶ 40.

41. CCS denies the allegations in ¶ 41 for lack of knowledge or information sufficient to form a belief therein.

42. CCS denies the allegations in ¶ 42 as calling for a legal conclusion.

43. CCS denies the allegations in ¶ 43.

44. CCS denies the allegations in ¶ 44 for lack of knowledge or information sufficient to form a belief therein.

45. CCS denies the allegations in ¶ 45 for lack of knowledge or information sufficient to form a belief therein.

46. CCS denies the allegations in ¶ 46 for lack of knowledge or information sufficient to form a belief therein.

47. CCS denies the allegations in ¶ 47 for lack of knowledge or information sufficient to form a belief therein.

48. CCS admits that it uses LiveVox technology in the course of its business activities. Except as specifically admitted, CCS denies the allegations in ¶ 48.

49. CCS denies the allegations in ¶ 49 as calling for a legal conclusion.

50. CCS denies the allegations in ¶ 50 for lack of knowledge or information sufficient to form a belief therein.

51. CCS denies the allegations in ¶ 51 for lack of knowledge or information sufficient to form a belief therein.

52. CCS denies the allegations in ¶ 52 for lack of knowledge or information sufficient to form a belief therein.

53. CCS denies the allegations in ¶ 53 for lack of knowledge or information sufficient to form a belief therein.

54. CCS denies the allegations in ¶ 54 for lack of knowledge or information sufficient to form a belief therein.

55. CCS denies the allegations in ¶ 55 for lack of knowledge or information sufficient to form a belief therein.

56. CCS denies the allegations in ¶ 56 for lack of knowledge or information sufficient to form a belief therein.

57. CCS denies the allegations in ¶ 57.

58. CCS denies the allegations in ¶ 58 for lack of knowledge or information sufficient to form a belief therein.

59. CCS denies the allegations in ¶ 59.

60. The allegations in ¶ 60 are not directed to CCS and do not require an affirmative response.

## FACTUAL ALLEGATIONS

61. CCS denies the allegations in ¶ 61 for lack of knowledge or information sufficient to form a belief therein.

62. CCS denies the allegations in ¶ 62 for lack of knowledge or information sufficient to form a belief therein.

63. The website speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 63.

64. CCS denies the allegations in ¶ 64.

65. CCS denies the allegations in ¶ 65.

66. CCS denies the allegations in ¶ 66 as for lack of knowledge or information sufficient to form a belief therein.

67. CCS denies the allegations in ¶ 67 for lack of knowledge or information sufficient to form a belief therein.

68. CCS denies the allegations in ¶ 68 for lack of knowledge or information sufficient to form a belief therein.

69. CCS admits that a Sallie Mae debt was placed with it for collection from plaintiff. Except as specifically admitted, CCS denies the allegations in ¶ 69 for lack of knowledge or information sufficient to form a belief therein.

70. CCS denies the allegations in ¶ 70 for lack of knowledge or information sufficient to form a belief therein.

71. CCS denies the allegations in ¶ 71 for lack of knowledge or information sufficient to form a belief therein.

72. CCS denies the allegations in ¶ 72 for lack of knowledge or information sufficient to form a belief therein.

73. CCS denies the allegations in ¶ 73 for lack of knowledge or information sufficient to form a belief therein.

74. CCS denies the allegations in ¶ 74 as it assumes allegations denied in ¶ 73.

75. CCS admits that a Sallie Mae loan was placed for collection with CCS. Except as specifically admitted, CCS denies the allegations in ¶ 75 for lack of knowledge or information sufficient to form a belief therein.

76. CCS denies the allegations in ¶ 76.

77. CCS denies the allegations in ¶ 77 for lack of knowledge or information sufficient to form a belief therein.

78. CCS denies the allegations in ¶ 78.

79. CCS denies the allegations in ¶ 79.

80. CCS denies the allegations in ¶ 80 for lack of knowledge or information sufficient to form a belief therein.

81. CCS denies the allegations in ¶ 81.

82. CCS denies the allegations in ¶ 82 for lack of knowledge or information sufficient to form a belief therein.

83. CCS denies the allegations in ¶ 83 for lack of knowledge or information sufficient to form a belief therein.

84. CCS denies the allegations in ¶ 84.

85. CCS denies the allegations in ¶ 85.

86. CCS denies the allegations in ¶ 86 for lack of knowledge or information sufficient to form a belief therein.

87. CCS denies the allegations in ¶ 87.

88. 15 U.S.C. § 1692b(1) speaks for itself and is best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 88.

89. CCS denies the allegations in ¶ 89.

90. 15 U.S.C. § 1692b(2) speaks for itself and is best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 90.

91. CCS denies the allegations in ¶ 91.

92. 15 U.S.C. § 1692b(3) speaks for itself and is best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 92.

93. CCS denies the allegations in ¶ 93.

94. CCS denies the allegations in ¶ 94.

95. CCS denies the allegations in ¶ 95.

96. CCS denies the allegations in ¶ 96.

97. CCS denies the allegations in ¶ 97 for lack of knowledge or information sufficient to form a belief therein.

98. CCS denies the allegations in ¶ 98.

99. CCS denies the allegations in ¶ 99.

100. CCS denies the allegations in ¶ 100 for lack of knowledge or information sufficient to form a belief therein.

101. CCS denies the allegations in ¶ 101.

102. CCS denies the allegations in ¶ 102.

103. CCS denies the allegations in ¶ 103.

104. CCS denies the allegations in ¶ 104.

105. CCS denies the allegations in ¶ 105 for lack of knowledge or information sufficient to form a belief therein.

106. CCS denies the allegations in ¶ 106 for lack of knowledge or information sufficient to form a belief therein.

107. CCS denies the allegations in ¶ 107 as calling for a legal conclusion.

108. CCS denies the allegations in ¶ 108.

109. CCS denies the allegations in ¶ 109 as calling for a legal conclusion.

110. CCS denies the allegations in ¶ 110 as calling for a legal conclusion.

111. CCS denies the allegations in ¶ 111.

112. CCS denies the allegations in ¶ 112.

113. CCS denies the allegations in ¶ 113.

114. The FCC Order speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, CCS denies the allegations in ¶ 114.

115. CCS denies the allegations in ¶ 115.

116. CCS denies the allegations in ¶ 116.

***Respondeat Superior***

117. CCS denies the allegations in ¶ 117 for lack of knowledge or information sufficient to form a belief therein.

118. CCS denies the allegations in ¶ 118 for lack of knowledge or information sufficient to form a belief therein.

119. CCS denies the allegations in ¶ 119 for lack of knowledge or information sufficient to form a belief therein.

120. CCS denies the allegations in ¶ 120 for lack of knowledge or information sufficient to form a belief therein.

121. CCS denies the allegations in ¶ 121 for lack of knowledge or information sufficient to form a belief therein.

122. CCS denies the allegations in ¶ 122 for lack of knowledge or information sufficient to form a belief therein.

## COUNT I

## Negligent Violation of the Telephone Communications Protection Act

123. CCS reasserts the foregoing as if fully incorporated herein.

124. CCS denies the allegations in ¶ 124.

125. CCS denies the allegations in ¶ 125.

126. CCS denies the allegations in ¶ 126.

## COUNT II

## Willful Violation of the Telephone Communications Protection Act

127. CCS reasserts the foregoing as if fully incorporated herein.

128. CCS denies the allegations in ¶ 128.

129. CCS denies the allegations in ¶ 129.

130. CCS denies the allegations in ¶ 130.

## COUNT III

## Violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.*

131. CCS reasserts the foregoing as if fully incorporated herein.

132. CCS denies the allegations in ¶ 132, including its subparts a through e.

133. CCS denies the allegations in ¶ 133.

## COUNT IV

### Violations of the Michigan Occupational Code

134. CCS reasserts the foregoing as if fully incorporated herein.

135. CCS denies the allegations in ¶ 135 as calling for a legal conclusion.

136. CCS denies the allegations in ¶ 136 as calling for a legal conclusion.

137. CCS denies the allegations in ¶ 137.

138. CCS denies the allegations in ¶ 138.

139 CCS denies the allegations in ¶ 139.

140. CCS denies the allegations in ¶ 140.

141. CCS denies the allegations in ¶ 141.

142. CCS denies the allegations in ¶ 142.

143. CCS denies the allegations in ¶ 143.

144. CCS denies the allegations in ¶ 144.

## COUNT V

### Michigan Regulation of Collection Practices Act<br>(Alternative to Count IV)

145. CCS reasserts the foregoing as if fully incorporated herein.

146. CCS denies the allegations in ¶ 146 for lack of knowledge or information sufficient to form a belief therein.

147. CCS denies the allegations in ¶ 147 for lack of knowledge or information sufficient to form a belief therein.

148. CCS denies the allegations in ¶ 148.

149. CCS denies the allegations in ¶ 149.

150. CCS denies the allegations in ¶ 150.

## DEMAND FOR JUDGMENT FOR RELIEF

CCS denies that plaintiff is entitled to the relief sought under Counts 1, II, III, IV and V.

## CCS' AFFIRMATIVE DEFENSES

1. To the extent that any violations are established, any such violations were not intentional and resulted from bona fide error notwithstanding the maintenance of procedures reasonably adopted and specifically intended to avoid any such error.

2. Plaintiff has not stated a claim upon which relief may be granted.

3. CCS denies any liability; however, regardless of liability, Plaintiff has suffered no actual damages as a result of CCS' purported violations.

4. Plaintiff's claims, in whole or in part, are barred by the statute of limitations and/or laches.

5. Any harm suffered by plaintiff was legally and proximately caused by persons or entities other than CCS and was beyond the control or supervision of

CCS or for whom CCS was and is not responsible or liable. In particular and without limitation, the number at issue was provided to CCS by the placing creditor with the express and/or implied warranty that the debtor consented to and authorized calls to the number.

6. Plaintiff's claims are barred by the doctrine of avoidable consequences, failure to mitigate, estoppel, waiver, unclean hands, consent and/or assumption of risk in that plaintiff: refused and/or failed to answer the calls or return the messages left; made no request for the calls to cease or otherwise object to the calls; and knowingly and intentionally allowed and facilitated the calls to continue with the sole purpose to accumulate statutory damages under the TCPA and FDCPA.

7. Plaintiff consented to and authorized calls to the phone number in question for the account that CCS was working.

8. 1 or more calls made to Plaintiff by CCS were not made to a cell phone. 9. 1 or more calls made to Plaintiff by CCS were not made with a dialer.

10. Plaintiff's claims are subject to a binding arbitration agreement.

WHEREFORE, Defendant Central Credit Services, Inc., requests that the Court dismiss this action with prejudice and grant it any other relief that the Court deems appropriate.

Respectfully submitted

COLLINS EINHORN FARRELL PC

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Dated: November 13, 2015

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**CERTIFICATE OF SERVICE**

I certify that on this 13th day of November, 2015, a copy of the foregoing was filed electronically in the ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system, including Plaintiff's counsel as described below. Parties may access this filing through the Court's system.

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Respectfully submitted

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